

RETURN DATE: JUNE 23, 2020 : SUPERIOR COURT
MARK J. DEMING : JUDICIAL DISTRICT OF FAIRFIELD
v. : AT BRIDGEPORT
THE TOWN OF TRUMBULL :
BOARD OF EDUCATION : MAY 18, 2020

COMPLAINT

Plaintiff Mark J. Deming, by way of Complaint against the Defendant Town of Trumbull Board of Education, states:

FIRST COUNT - BREACH OF EXPRESS CONTRACT

1. Plaintiff Mark J. Deming (the "Plaintiff" or "Mr. Deming") is an individual who currently resides at 8A Seabreeze Avenue, Milford, Connecticut.

2. The Defendant Town of Trumbull Board of Education (the "Defendant" or "Board") is the board of education established for the Town of Trumbull, Connecticut, pursuant to applicable law including Conn. Gen. Stat. §§ 10-218 *et seq.*

3. In or about June of 2014 the Defendant appointed the Plaintiff to the position of Director of Buildings and Facilities Maintenance ("Director of Facilities") for the Board, effective July 1, 2014.

4. In connection with the Board's appointment of the Plaintiff as Director of Facilities, the Board offered to the Plaintiff a written agreement dated June 19, 2014 (the "2014 Annual Contract"), a copy of which is attached hereto as Exhibit 1.

5. The Plaintiff accepted the 2014 Annual Contract proposed to him by the Board and signed it on June 19, 2014.

6. The 2014 Annual Contract does not contain any provision stating that the Plaintiff's

employment with the Board would be employment at will.

7. Instead, the 2014 Annual Contract provided for “an annual salary of \$125,000” for the Plaintiff as well as other benefits, and also provided: “Best wishes for a successful year....”

8. Indeed, the Board did not ever communicate to the Plaintiff that his employment as Director of Facilities was asserted by the Board to be employment at will.

9. Rather, annually in the summer each year commencing in 2015 and continuing to 2019, the Superintendent in Trumbull, serving as the chief executive officer of the Board, notified the Plaintiff by letter of the renewal of his annual employment contract and of the increase of his annual salary that had been authorized by the Board.

10. Each of the letters the Superintendent sent to the Plaintiff stated expressly what the Plaintiff’s “annual salary” would be in his position for the next school year; each of the letters described welfare provisions and benefits applicable to the Plaintiff’s employment with the Board; and each of the letters also provided “Best wishes for a successful year.” Copies of the annual letters that were sent to the Plaintiff by the Superintendent on behalf of the Board are attached hereto as Exhibits 2, 3 4, 5 and 6.

11. Relying on the annual employment letters he received as described in paragraphs 9 and 10 above, the Plaintiff agreed with the Board each year to continue his employment as Director of Facilities for the annual salary, welfare provisions and benefits described in each renewal letter.

12. The Plaintiff’s employment with the Board as Director of Facilities – including the Plaintiff’s employment for the 2019-2020 school year – was therefore employment pursuant to an express annual contract of employment, not employment at will.

13. When the Plaintiff commenced his employment as Director of Facilities there were a multitude of issues that he faced, including over a thousand incomplete work orders, high utility

costs, uncontrolled overtime issues, inconsistent product use across schools, and inconsistent standards of custodial services. The Plaintiff addressed those problems, and other facilities issues that arose during the years after his employment commenced, in an exemplary fashion.

14. Despite the Plaintiff's exemplary job performance as Director of Facilities, the Acting Superintendent in Trumbull, Ralph Iassogna ("Iassogna"), issued to the Plaintiff a letter dated January 24, 2020, which notified the Plaintiff that his employment as Director of Facilities would be terminated effective on February 7, 2020.

15. The Plaintiff, through counsel, sent to the Board and Iassogna a letter dated February 5, 2020 objecting to the termination of the Plaintiff's employment and stating that the termination not only would breach the Plaintiff's employment contract, but also would be otherwise wrongful. The Board and Iassogna nevertheless proceeded with the termination of the Plaintiff's employment as Director of Facilities effective as of February 7, 2020.

16. As a result of the termination of the Plaintiff's employment as Director of Facilities, the Plaintiff has not received the compensation and other benefits due to him under his contract of employment with the Board for the 2019-2020 school year.

17. The termination of the Plaintiff's employment as Director of Facilities as described above constitutes a breach by the Board of the Plaintiff's express employment contract with the Board, and as a result of that breach of contract by the Board the Plaintiff has suffered damages.

SECOND COUNT - BREACH OF IMPLIED CONTRACT

1-11. Paragraphs 1 through 11 of the First Count are hereby incorporated and realleged as paragraphs 1 through 11 of this Second Count.

12. The Plaintiff's employment with the Board as Director of Facilities – including the Plaintiff's employment for the 2019-2020 school year – was employment pursuant to an implied annual contract of employment based on the parties' conduct, not employment at will.

13. When the Plaintiff commenced his employment as Director of Facilities there were a multitude of issues that he faced, including over a thousand incomplete work orders, high utility costs, uncontrolled overtime issues, inconsistent product use across schools, and inconsistent standards of custodial services. The Plaintiff addressed those problems, and other facilities issues that arose during the years after his employment commenced, in an exemplary fashion.

14. Despite the Plaintiff's exemplary job performance as Director of Facilities, the Acting Superintendent in Trumbull, Ralph Iassogna ("Iassogna"), issued to the Plaintiff a letter dated January 24, 2020, which notified the Plaintiff that his employment as Director of Facilities would be terminated effective on February 7, 2020.

15. The Plaintiff, through counsel, sent to the Board and Iassogna a letter dated February 5, 2020 objecting to the termination of the Plaintiff's employment and stating that the termination not only would breach the Plaintiff's employment contract, but also would be otherwise wrongful. The Board and Iassogna nevertheless proceeded with the termination of the Plaintiff's employment as Director of Facilities effective as of February 7, 2020.

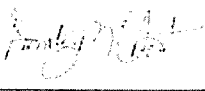
16. As a result of the termination of the Plaintiff's employment as Director of Facilities, the Plaintiff has not received the compensation and other benefits due to him under his contract of employment with the Board for the 2019-2020 school year.

17. The termination of the Plaintiff's employment as Director of Facilities as described above constitutes a breach by the Board of the Plaintiff's implied employment contract with the Board, and as a result of that breach of contract by the Board the Plaintiff has suffered damages.

WHEREFORE, the Plaintiff demands judgment against the Defendant Board for:

1. Money damages;
2. Interest;
3. Costs of suit; and
4. Such other and further relief as the Court deems just and proper.

THE PLAINTIFF,

By: 

Timothy M. Herbst, Esq.
David B. Zabel, Esq.
MARINO, ZABEL & SCHELLENBERG, PLLC
657 Orange Center Road
Orange, CT 06647
Tele: (203) 864-4511
Fax: (203) 456-8249
E-mail: therbst@mzslaw.com
dzabel@mzslaw.com
Firm Juris No: 441393

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STATEMENT RE: AMOUNT IN DEMAND

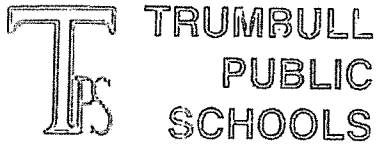
The amount, legal interest or property in demand in the above captioned action is Fifteen Thousand Dollars (\$15,000.00) or more, exclusive of interest and costs.

THE PLAINTIFF,

By: 

Timothy M. Herbst, Esq.
David B. Zabel, Esq.
MARINO, ZABEL & SCHELLENBERG, PLLC
657 Orange Center Road
Orange, CT 06647
Tele: (203) 864-4511
Fax: (203) 456-8249
E-mail: therbst@mzslaw.com
dzabel@mzslaw.com
Firm Juris No: 441393

EXHIBIT 1



<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611
Tel: 203-452-4301 Fax: 203-452-4305
email: cialfig@trumbullps.org

June 19, 2014

Mark Deming
45 West Pond Road
North Branford, CT 06471

Dear Mr. Deming:

Congratulations! This is to advise you officially that the Board of Education has appointed you to the position of Director of Buildings and Facility Maintenance, effective July 1, 2014, at an annual salary of \$125,000.

Your benefits will include the following:

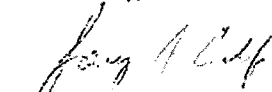
• Life Insurance in the amount of	\$225,000
• Sick Days	18
• Illness-in-Family Days	5
• Personal Days	5
• Vacation Days	20
• Paid Holidays	14

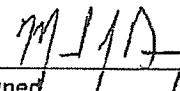
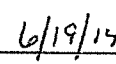
You are also eligible for Long Term Disability Insurance through Guardian Insurance Plan at no cost to you.

If the terms of this agreement are acceptable, please sign and return the original to the Human Resources Office no later than June 30, 2014.

Best wishes for a successful year and I look forward to working with you!

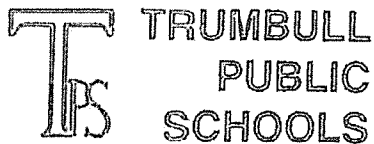
Sincerely,


Gary A. Cialfi, Ed.D.
Superintendent of Schools


Signed _____

Date _____

c: D. Nakano, Payroll
A. Millbauer, Insurance

EXHIBIT 2



<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611
Tel: 203-452-4301 Fax: 203-452-4305
email: cialfig@trumbullps.org

August 12, 2015

Mark Deming
Director of Buildings & Facility Maintenance
Long Hill Administration Building
Trumbull, CT 06611

Dear Mr. Deming:

Please be advised that the Board of Education at its regular meeting on Tuesday, August 4, 2015 voted you a 2.2% salary increase effective July 1, 2015.

Your annual salary in this position for the 2015-2016 school year will be \$127,750, and you are eligible for all welfare provisions and benefits set forth in Articles VI through IX of the current Agreement between the Board of Education and the Trumbull Administrators' Association.

Best wishes for a successful year.

Sincerely,

A handwritten signature in cursive script that reads 'Gary A. Cialfi'.

Gary A. Cialfi, Ed.D.
Superintendent

c: Payroll
Employee #5820

EXHIBIT 3



<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611
Tel: 203-452-4301 Fax: 203-452-4305
email: cialfiga@trumbullps.org

July 14, 2016

Mark Deming
Director of Buildings & Facility Maintenance
Long Hill Administration Building
Trumbull, CT 06611

Dear Mr. Deming:

Please be advised that the Board of Education at its regular meeting on Tuesday, July 12, 2016 voted you a 2.3% salary increase effective July 1, 2016.

Your annual salary in this position for the 2016-2017 school year will be \$130,688.25, and with the exception of Article X, you are eligible for all welfare provisions and benefits set forth in Articles VI through IX of the current Agreement between the Board of Education and the Trumbull Administrators' Association.

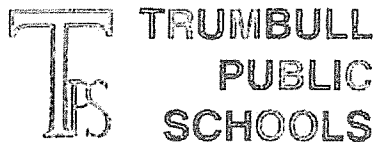
Best wishes for a successful year.

Sincerely,

Gary A. Cialfi, Ed.D.
Superintendent

c: Payroll
Employee #5820

EXHIBIT 4



<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611
Tel: 203-452-4301 Fax: 203-452-4305
email: cialfig@trumbullps.org

November 22, 2017

Mark Deming
Director of Buildings & Facility Maintenance
Long Hill Administration Building
Trumbull, CT 06611

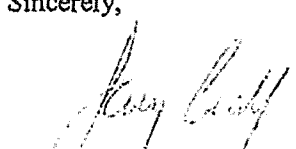
Dear Mr. Deming:

Please be advised that the Board of Education at its regular meeting on Tuesday, November 21, 2017 voted you a 2.35% salary increase effective July 1, 2017.

Your annual salary in this position for the 2017-2018 school year will be \$133,759.42, and with the exception of Article X, you are eligible for all welfare provisions and benefits set forth in Articles VI through IX of the current Agreement between the Board of Education and the Trumbull Administrators' Association.

Best wishes for a successful year.

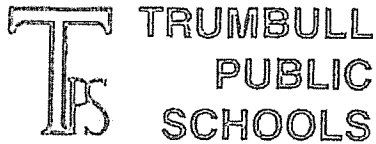
Sincerely,


Gary A. Cialfi, Ed.D.
Superintendent

c: Payroll
Employee #5820

A Community Committed to Excellence

EXHIBIT 5



<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611
Tel: 203-452-4301 Fax: 203-452-4305
email: cialfig@trumbullps.org

July 11, 2018

Mark Deming
Director of Buildings & Facility Maintenance
Long Hill Administration Building
Trumbull, CT 06611

Dear Mr. Deming:

Please be advised that the Board of Education at its regular meeting on Tuesday, July 10, 2018 voted you a 2.0% salary increase effective July 1, 2018.

Your annual salary in this position for the 2018-2019 school year will be \$136,434.61, and with the exception of Article X, you are eligible for all welfare provisions and benefits set forth in Articles VI through IX of the current Agreement between the Board of Education and the Trumbull Administrators' Association.

Best wishes for a successful year.

Sincerely,

A handwritten signature in cursive script that reads 'Gary A. Cialfi'.

Gary A. Cialfi, Ed.D.
Superintendent

c: Payroll
Employee #5820

EXHIBIT 6



<http://www.trumbullps.org>

Gary A. Cialfi, Ed.D.
SUPERINTENDENT

6254 Main St., Trumbull, CT 06611
Tel: 203-452-4301 Fax: 203-452-4305
email: cialfig@trumbullps.org

August 14, 2019

Mark Deming
Director of Buildings & Facility Maintenance
Long Hill Administration Building
Trumbull, CT 06611

Dear Mr. Deming:

Please be advised that the Board of Education at its regular meeting on Tuesday, August 13, 2019 voted you a 2.0% salary increase effective July 1, 2019.

Your annual salary in this position for the 2019-2020 school year will be \$139,163.30 and with the exception of Article X, you are eligible for all welfare provisions and benefits set forth in Articles VI through IX of the current Agreement between the Board of Education and the Trumbull Administrators' Association.

Best wishes for a successful year.

Sincerely,

A handwritten signature in cursive script that reads 'Gary A. Cialfi'.

Gary A. Cialfi, Ed.D.
Superintendent

c: Payroll
Employee #5820